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MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

and

FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS, LOCAL 856

For Fiscal Year 1978-79

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter MOU) is entered into by the City and County of San Francisco (hereinafter City) through its designated representative acting on behalf of the Board of Supervisors and the Freight Checkers, Clerical Employees and Helpers, Local 856 (hereinafter Union).

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

2444 Clinical Laboratory Technologist
2462 Microbiologist
2322 Head Nurse
2324 Nursing Supervisor
2326 Nursing Supervisor Psychiatric
2342 Head Nurse, Surgery
2344 Chief of Surgery Nurses
2350 Instructor of Nursing
2352 Assistant Director of Nursing Education
2366 Assistant Director of Nurses, Laguna Honda Hospital
2368 Assistant Director of Nurses, San Francisco Hospital
2832 Supervising Public Health Nurse

2. INTENT

It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until adopted or accepted by the

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2. INTENT (cont'd)

Board of Supervisors by appropriate action. Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours and other terms and conditions of employment as are within the Board's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Board does not intend nor attempt to bind any board, commission or officer to any provision of this agreement over which the Board has no jurisdiction.

Provisions of this MOU which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this MOU, it shall be deemed to remain in full operational effect.

3. NO STRIKE PROVISION

During the period of time this MOU is in effect, the Union and its members agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, mass absenteeism or any other disruptive activities which are detrimental to the conduct of City and County business and services. In the absence of any MOU, it is agreed that the Union's and its members' rights concerning concerted labor activity shall be governed by the pertinent laws of this State.

4. OBJECTIVE OF THE CITY

It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance

4. OBJECTIVE OF THE CITY (cont'd)

to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.

The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

5. HEALTH AND WELFARE

Effective July 1, 1978, the City agrees to contribute $36.99 per month directly into the City Health Service System for each employee who is a member of the Health Service System.

6. INITIATION OF MEET AND CONFER PROCESS

The Union agrees to submit to the City, on or before December 30, 1978, its request for changes in the Administrative Provisions of the Salary Standardization Ordinance and the Salary Ordinance.

7. VOLUNTARY REDUCED WORK PERIOD FOR NURSES

Employees in classification 2830 Public Health Nurse and 2832 Supervising Public Health Nurse may elect to participate for six month periods in a 5% basic bi-weekly salary reduction plan. Employees

7. VOLUNTARY REDUCED WORK PERIOD FOR NURSES (cont'd)

who elect this alternate pay plan shall receive 5% less salary on a bi-weekly basis, and, in addition to other vacation, holiday and sick leave benefits, shall receive 6 1/2 working days off with pay in any one period; provided that if the employee is entitled to be paid for less than 40 hours per week for the six month period he or she shall receive a pro rata portion of the 6 1/2 days. If the employee resigns during the six month period, an adjustment shall be made in the final pay check for any portion of the 6 1/2 days off with pay received but to which the employee lost entitlement by reason of his or her resignation.

The periods shall be as follows: July 1, 1978 through December 31, 1978 and January 1, 1979 through June 30, 1979. Employees shall be notified of the election procedure no later than four weeks prior to the commencement of the period. Notification of participation must be received by the Appointing Officer no later than two weeks prior to the commencement of the period. Days off earned pursuant to this section are not subject to accumulation and must be utilized during the period on a scheduled basis mutually agreed to by the employee and the Appointing Officer.

8. RETENTION PREMIUM FOR NURSING CLASSIFICATIONS

For the Fiscal Year 1978-79 only, permanent employees in the following classifications shall be entitled to one (1) percent retention premium in addition to their basic bi-weekly salary:

2322 Head Nurse
2324 Nursing Supervisor
2326 Nursing Supervisor Psychiatric
2342 Head Nurse, Surgery

8. RETENTION PREMIUM FOR NURSING CLASSIFICATIONS (cont'd)

2344 Chief of Surgery Nurses
2350 Instructor of Nursing
2352 Assistant Director of Nursing Education
2366 Assistant Director of Nurses, Laguna Honda Hospital
2368 Assistant Director of Nurses, San Francisco Hospital
2832 Supervising Public Health Nurse

9. GRIEVANCE PROCEDURE

The grievance procedure attached hereto as Appendix A is incorporated herein by reference and shall be utilized to resolve problems or questions of interpretation which may arise on issues within the definition contained in Section A of the grievance procedure.

10. AGREEMENT MODIFICATION

In the event the California Constitution is amended during the term of this agreement by the adoption of the so-called "Jarvis-Gann amendment", it is agreed by the parties signatory hereto that all provisions negotiated and governed by the terms of this agreement which resulted in any additional cost whatsoever to the City for the Fiscal Year 1978-79, shall automatically become inoperative. Except as provided in this paragraph, the Union does not waive any rights to meet and confer on other items within the scope of representation.

The City acknowledges its obligation to meet and confer on matters of wages, hours and terms and conditions of employment as defined in Government Code Section 3504 that might be affected by the adoption of the Jarvis-Gann amendment and will do so to the extent required by this agreement and applicable laws.

11. MANAGEMENT RIGHTS

The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this agreement is in the province of the City.

12. SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the jurisdiction of the Board of Supervisors and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

13. HOLIDAYS

The holidays to be enjoyed by the employees covered by this agreement and the conditions under which they are to be enjoyed shall be governed by Section VI of the administrative provisions of the

13. HOLIDAYS (cont'd)

Salary Standardization Ordinance as adopted by the Board of Supervisors for the fiscal year 1978-79. Section VI in its entirety is hereby incorporated by reference into this agreement and shall become a part hereof.

14. SAVINGS CLAUSE

Should any part of this Memorandum of Understanding be determined to be contrary to law such invalidation of that part of portion of this Memorandum of Understanding shall not invalidate the remaining portions hereof.

15. DURATION OF AGREEMENT

This MOU shall be in effect from July 1, 1978 through and inclusive of June 30, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this 26th day of May, 1978.

FOR THE UNION

Rudy Tham
Secretary

FOR THE CITY AND COUNTY

Milton H. Mares
Chief Labor Negotiator

Jean Pral
Employee Relations Representative

APPROVED AS TO FORM:
GEORGE AGNOST, CITY ATTORNEY

By _____
James L. Lazarus
Deputy City Attorney

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____
ON _____

APPENDIX A

GRIEVANCE PROCEDURE

This grievance procedure applies to conditions of employment set forth by Ordinance or Resolution of the Board of Supervisors, ratified Memorandum of Understanding of the Board of Supervisors ovided that such condition(s) is within the scope of representation defined in California Government Code Section 3504 and provided rther that such condition of employment is within the charter thority of the Board of Supervisors.

A. DEFINITION

A grievance is defined as and is limited to an allegation by an ployee, a group of employees, or the Union that the City has failed implement a condition of employment as specifically set forth in existing Ordinance or Resolution of the Board of Supervisors, or a morandum of Understanding ratified by the Board of Supervisors; ovided that such condition of employment is within the scope of re- esentation as defined in California Government Code Section 3504 and ovided further that such condition of employment is within the charter thority of the Board of Supervisors to so implement.

B. EXCLUSION OF CIVIL SERVICE MATTERS

The grievance procedure herein established shall have no application matters within the jurisdiction of the Civil Service Commission as t forth in the City Charter or to any rules adopted by the Commission rsuant to its Charter authorities.

C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES

Except as may be otherwise provided in a separate departmental morandum of understanding, the following is the departmental procedure be followed in the resolution of grievances as defined in paragraph ' hereof.

D. GRIEVANCE PROCEDURE STEPS

An employee having a grievance shall first discuss it with the ployee's immediate supervisor and try to work out a satisfactory lution in an informal manner with the supervisor.

EP ONE

(a) If a solution, satisfactory to both the grievant and the immediate supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.

(b) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance-Step One, to the immediate supervisor, the appointing authority, the Employee Relations Director, and the formally recognized employee organization, if any, for the grievant's classification.

(c) The Letter of Grievance - Step One, shall contain:

1. the date of the informal discussion,
2. the date of the submission of the Letter of Grievance - Step One, to the immediate supervisor,
3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,
4. a full and complete explanation of the circumstances of the grievance, and
5. the remedy sought by the grievant.

(d) The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, the appointing authority, and the Employee Relations Director.

(e) The Answer to Letter of Grievance - Step One, shall contain:

1. the date of receipt of the Letter of Grievance, - Step One,

2. the date of the submission of the Answer to Letter of Grievance - Step One, to the grievant,

3. a full and complete explanation of the circumstances of the grievance, and

4. the resolution of the grievance.

TEP TWO

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the appointing authority, the appointing authority and the Employee Relations Director.

(b) The Letter of Grievance - Step Two, shall contain:

1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step One,

2. date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor,

3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

4. a full and complete explanation of the circumstances of the grievance, and

5. the remedy sought by the grievant.

(c) The intermediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant, the appointing authority, and the Employee Relations Director.

(d) The Answer to Letter of Grievance - Step Two, shall contain:

1. the date of receipt of the Letter of Grievance - Step Two,

2. the date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,

3. a full and complete explanation of the circumstances of the grievance, and

4. the resolution of the grievance.

TEP THREE

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the appointing authority and the Employee Relations Director.

(b) The Letter of Grievance - Step Three, shall contain:

1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two,

2. date of submission of the Letter of Grievance - Step Three, to the appointing authority,

3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

4. a full and complete explanation of the circumstances of the grievance, and

5. the remedy sought by the grievant.

(c) The appointing authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter of Grievance - Step Three, to the grievant and the Employee Relations Director.

(d) The Answer to Letter of Grievance - Step Three, shall contain:

1. the date of receipt of the Letter of Grievance - Step Three,

2. the date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant,

3. a full and complete explanation of the circumstances of the grievance, and

4. the resolution of the grievance.

(e) Unless waived by written mutual agreement of the grievant and the appointing authority a hearing is required at this step.

(f) The seven (7) working day time limit noted in Step Three above may be extended by written mutual agreement between the grievant and the appointing authority.

EP FOUR

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within thirty (30) calendar days of receipt of the answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer.

(b) Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.

(c) The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director. If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.

(d) Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the

hearing officer to hear and consider facts submitted by the parties.

(e) It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.

(f) After said hearing, or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.

(g) The decision of the hearing officer shall be final and binding upon the parties.

(h) The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution or Memorandum of Understanding ratified by the Board of Supervisors. Further, the hearing officer shall have no power to amend, or recommend an amendment of, a Board of Supervisors ratified Memorandum of Understanding, Ordinance or Resolution.

(i) Each party, (employee, group of employees, or Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter if any, shall be borne and paid in full by the losing party.

In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter if any, shall be determined on a proportional basis by the hearing officer.

E. THE EFFECT OF FAILURE OF TIMELY ACTION

Failure of the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

F. TIMELINESS OF GRIEVANCE

A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty five (45) day period plus such reasonable discovery period.

G. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or

)ther representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.

In those grievances in which the employee represents himself/herself, or arranges for representation by other than the formally recognized employee organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

APPROVED AS TO FORM:
THOMAS M. O'CONNOR
CITY ATTORNEY
BY Milton H. Marer
DEPUTY CITY ATTORNEY